Dear County Commissioners

property for our Autism Awareness Walk on September 30. I am writing on behalf of the Autism Support Group of Grant County. We are asking permission again this year to use County

attend Autism trainings. We give a yearly scholarship to a graduating senior. We also help maintain the Autism Ribbon Site on Beezley Hill. In addition to our monthly meetings, we offer an emotional support group led by experienced parents of children with The Autism Support Group has been serving Grant Co families/caregivers for over 20 years. We support teachers who want to

within the community. The purpose of the Autism Awareness Walk is to bring families and other community members together to make connections with other families and providers as well as to raise funds to support our mission. We also use the walk to promote awareness of Autism

We would like to use the grass area in front of the Courthouse as well as power outlets on Division Street, under the Courthouse stairs and the power source on the north side of the Courthouse. Tables and chairs would be set up on the south side of front lawn. The stairs will be cordoned off to prevent children playing on them. I have been in contact with Kevin from maintenance. Vendor booths will set up on the north side of the lawn. No stakes will be used in the lawn. No vehicles will be allowed on the lawn.

power on the north side could be offered to venders who require power. Additional activities will also take place on C Street and The power on Division Street will be used for bounce houses. Under the stairs power would be used for a small PA system and the Division Street.

spaces on Thursday after the workday to avoid people parking there during the workday on Friday when the porta potties will be the south side of the Courthouse (this is where we placed them last year). We would need to place cones around those two parking We have received permission from the City of Ephrata to place two porta potties in the parking space in front your storage sheds on

during the day on the following Monday. We would be setting up at 7:00 Saturday September 30 and be finished cleaning up by 4:00. The porta potties would be removed RECENTED

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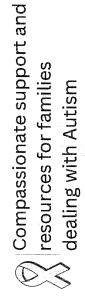
Thank you for considering our request

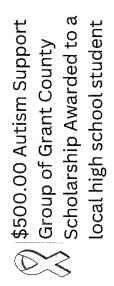
Kathy Hamlett, Walk Co-director ed_hamlett@yahoo.com

co-director, Donna Nelson 509-596-1436 I will be out of the country until August 28. I can communicate easily via email, however, If you need a signature, please contact my donnajoann2009@gmail.com GRANT COUNTY COMMISSIONERS

Activities and services of Autism Support Group of Grant County

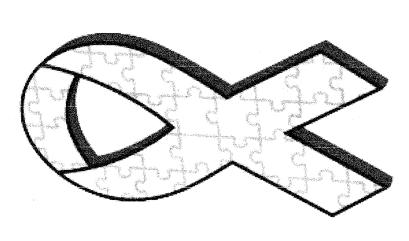






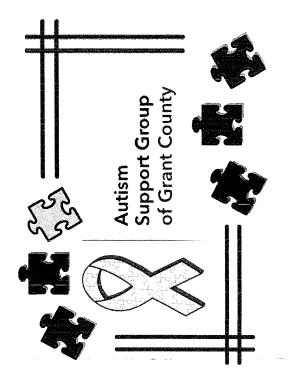
Hosting the annual Autism Awareness Walk in Ephrata

Maintaining the Autism



Would you like to get involved?

Join us at our monthly business meeting on the 2nd Thursday of the month from 5:30pm- 6:30pm at Time Out Pizza (Back party room) 1095 Basin SW, Ephrata



Who are we?

The Autism Support
Group of Grant county is
a non-profit organization
whose membership
consists of individuals
with Autism Spectrum
Disorder (ASD), their
families, professionals
who work with them, and
members of the
community.

2023 AGREEMENT REGARDING USE OF COUNTY PROPERTY FOR PUBLIC PURPOSE

This Agreement Regarding Use of County Property for a Public Purpose ("Agreement") is entered into by and between GRANT COUNTY, ("COUNTY"), and AUTISM SUPPORT GROUP OF GRANT COUNTY, a non-profit corporation duly formed and operating in the State of Washington, ("AUTISM SUPPORT GROUP OF GRANT COUNTY").

I. Recitals

WHEREAS, the COUNTY is duly organized and operating under and by virtue of the State Constitution and the laws of the State of Washington;

WHEREAS, AUTISM SUPPORT GROUP OF GRANT COUNTY is a non-profit corporation, duly organized and operating in the State of Washington;

WHEREAS, AUTISM SUPPORT GROUP OF GRANT COUNTY desires to utilize COUNTY property (courthouse front lawn), Power Box Access, use of Parking Lot F, for their event;

WHEREAS, the Board of County Commissioners ("BOCC") have determined that it is desirable to allow the AUTISM SUPPORT GROUP OF GRANT COUNTY use of the demised premises, the same commonly known as the Courthouse and immediate surrounding area and having a street address of 35 C Street NW, Ephrata, Washington.

II. Agreements

Based on the foregoing recitals, the parties to this Agreement hereby agree as follows:

- 1. The COUNTY does hereby allow AUTISM SUPPORT GROUP OF GRANT COUNTY to use the demised premises for the limited purpose of the Annual Autism Awareness Walk event, to be held on September 30, 2023.
- 2. AUTISM SUPPORT GROUP OF GRANT COUNTY shall, at its own expense, and at all times material herein, use such demised premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Further, at all times material herein, AUTISM SUPPORT GROUP OF GRANT COUNTY shall keep such demised premises free from debris, and preserve a standard of cleanliness as established by the COUNTY.
- 3. AUTISM SUPPORT GROUP OF GRANT COUNTY shall indemnify and hold harmless the COUNTY from and against any and all claims, demands, causes of action, suits or judgments including but not limited to, any claims of insurance carriers, the Department of Labor and Industries, the Department of Social and Health Services, and any federal agency, health care provider or governmental taxation agency, (including costs and expenses incurred in connection therewith), for deaths or injuries to persons or for loss of or damage to

property arising out of or in connection with the use and/or occupancy of the demised premises by AUTISM SUPPORT GROUP OF GRANT COUNTY, its agents, servants, employees or invitees and/or AUTISM SUPPORT GROUP OF GRANT COUNTY's failure to comply with any law of any governmental authority.

- 4. <u>Insurance</u>. Lessee shall procure and maintain in force, without cost or expense to Lessor, on or before the commencement date of this Agreement and throughout the Agreement term or as long as Lessee remains in possession of the Facility, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the Facility with liability limits of not less than \$1,000,000, per occurrence. Lessor shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be cancelled or modified for any reason without fifteen (15) days prior written notice to Lessor. Lessee shall provide Lessor with a certificate or certificates of such insurance within (10) days of the execution of this Agreement.
- 5. Neither this Agreement, nor any claim arising hereunder, shall be assignable or delegable by either party in whole or in part. Further, AUTISM SUPPORT GROUP OF GRANT COUNTY shall not assign, transfer, pledge, or lease any part of the demised premises.
- 6. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. In the event this Agreement is in conflict with the provisions of any law or statutes governing the subject matter hereof, such law or statute only to the extent of such conflict shall be controlling. FURTHER: If any portion of this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect. In case of any dispute the prevailing party shall be entitled to an award of costs and reasonable attorney's fees as costs.
- 7. The failure of the COUNTY to insist on strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that the COUNTY may have and shall not be deemed a waiver of any subsequent breach or default by AUTISM SUPPORT GROUP OF GRANT COUNTY concerning any terms and conditions contained in this Agreement.
- 8. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. Unless otherwise specifically provided herein, no third party is intended to be benefitted by this Agreement.
- 9. This Agreement contains the entire agreement of the parties hereto and supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither the COUNTY nor AUTISM SUPPORT GROUP OF GRANT COUNTY shall be liable to the other for any representations made by any person concerning the demised premises or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument

executed by both parties, or their lawful successors and assigns subsequent to the date hereof.

- 10. The undersigned warrant that they have the sole right and exclusive authority to execute this Agreement.
- 11. It is understood and agreed that this Agreement has been executed knowingly and voluntarily and that each party to this Agreement has had full opportunity for legal counsel prior to signing the Agreement. Each party to this Agreement agrees and represents that they have had the opportunity to read this Agreement, have had it fully explained to him or her by their counsel, understands and appreciates the foregoing words and terms and their effect, and signs this Agreement voluntarily of their own free will and accord.

APPROVED this day of	, 2023.
	BOARD OF COUNTY COMMISSIONERS GRANT COUNTY, WASHINGTON
Construction of the second section of the section	Rob Jones, Chair
	Cindy Carter, Vice-Chair
	Danny E. Stone, Member
ATTEST:	
Barbara J. Vasquez, Clerk of the Board	
Approved as to form:	AUTISM SUPPORT GROUP OF GRANT COUNTY
, 2023.	By Kathy Hamlett, Director
Artal Kust	Ponna Nelson, President
Rebekah Kaylor Chief Deputy Prosecuting Attorney	